EXHIBIT 16

From:	Hopp, Andrew D <Andrew.Hopp@Chubb.com>
Sent:	Wednesday, March 23, 2016 1:14 PM
To:	Lopata, Pamela <plopata@chubb.com>; Pawloski, Tamra A <tpawloski@chubb.com>; Harlam, William <Bill.Harlam@chubb.com>
Subject:	Fwd: New Chubb and FICO Dispute re Blaze Software License -Confidential Settlement Proposal Subject to FRCP Rule 408
Attach:	Chubb LTD License Expansion Amendment 03-23-16 V5.doc; ATT00001.htm

REDACTED

Begin forwarded message:

From: Tom Carretta <tomcarretta@fico.com>
Date: March 23, 2016 at 2:01:53 PM EDT
To: "andrew.hopp@chubb.com" <andrew.hopp@chubb.com>
Subject: New Chubb and FICO Dispute re Blaze Software License - Confidential Settlement Proposal Subject to FRCP Rule 408

Hello Andrew.

As you are likely aware, the respective business teams have been working together on various proposals to resolve the dispute regarding breach of the license agreement between the Chubb &Sons division of Federal Insurance Company under "Old Chubb" as a result of the violation of the anti-assignment provision in Section 10 of the Agreement. Additionally, we have become aware of two UK installations of the subject software, which is outside the scope of the Agreement. Lastly, we have now become apprised of a probable third installation of the subject Blaze software in Canada, which is again outside the scope of the license Agreement. The settlement proposals thus made do not include this third concern, save the enterprise proposal.

The proper license by Chubb & Sons is limited to installation in the United States and only for Chubb & Sons and it's enterprise applications within the United States, where enterprise means Chubb & Sons controlled affiliates. These applications include several core processing applications that rely on Blaze to effectuate business on Chubb & Sons behalf.

That said, FICO has extended the settlement negotiation period longer than expected and FICO is now advising that we are concluding the extension of the cure period at end of business on March 30, 2016. In the hope that we can conclude a business based settlement, I am enclosing an updated Amendment designed to encompass an enterprise license to cure all defects and enable New Chubb to operate across all geographies (save those barred by law such as Iran and Syria). Please let me know the direction of New Chubb and if you will be providing redlines and by when. Short of a business solution, FICO will pursue all of its legal remedies.

Thank you.

Tom Carretta
Vice President Legal and Associate General Counsel
FICO
tomcarretta@fico.com
www.fico.com
Rosedale Corporate Plaza

2665 Long Lake Road
Building C
Roseville, MN 55113 USA
Tel: +1(612)-758-5494
Fax: +1(612-758-5201
Cell: +1(612)-205-0146

**Amendment Three and License Transfer to
Software License and Services Agreement**

This Amendment Three ("**Amendment Three**") is dated March__, 2016 ("**Amendment Three Effective Date**") and is between Fair Isaac Corporation ("**Fair Isaac**") and Chubb Limited, through its division Chubb & Son ("**Client**").

A.   Fair Isaac and Client entered into the Software License and Services Agreement dated June 30, 2006 (LR30073) whereby Client licensed certain Fair Isaac Products known as Blaze Advisor on a Named Application basis.

B.   Fair Isaac and Client entered into Amendment One on August 01, 2006 whereby the Named Application license was expanded to a Divisional Enterprise License as more fully described therein.

C.   Fair Isaac and Client entered into Amendment Two on December 28, 2006 whereby the Divisional Enterprise License was expended to an Enterprise License as more fully described therein.

D.   Ace Limited, now known as Chubb Ltd., acquired The Chubb Corporation on January 14, 2016 effecting a change of control requiring consent to assign the Agreement from Chubb and Son, a division of Federal Insurance Company, which itself is a wholly owned and controlled subsidiary of the Chubb Corporation. The Agreement requires Fair Isaac consent to transfer and assign the Agreement to Chubb Limited.

E.   Additionally, Chubb & Son is utilizing three Named Applications outside the authorized Territory under the Agreement.

F.   The parties desire to have the Blaze Advisor Enterprise license provided under the Agreement transferred to Chubb Limited and to otherwise modify and rectify the Agreement to reflect current and future use as described herein, and to otherwise compromise, settle and resolve any disputes related to the foregoing.

G.   In consideration of the foregoing, and other consideration, the receipt and sufficiency of which is acknowledged by the parties, the parties hereby agree as follows:

       1.   Replacement License. The parties agree the license to use the Fair Isaac Products set forth in the Agreement is hereby terminated and of no further force and effect; and that in lieu thereof, Fair Isaac hereby grants Client a license to use the Fair Isaac Products listed on Exhibit A attached hereto on the terms and conditions listed in the Agreement and as set forth in Exhibit A.

       2.   General.   Unless otherwise indicated, capitalized terms used in this Amendment Three have the meanings given them in the Agreement. Except as expressly amended by this Amendment Three, the provisions of the Agreement continue in full force and effect. If there is a conflict between the Agreement and this Amendment Three, the terms of this Amendment Three control. This Amendment Three, together with the terms of the Agreement, constitute the full and entire understanding and agreement between the parties with regard to the subject matter hereof, and supersedes all prior or contemporaneous proposals and all other oral or written understandings, representations,

conditions, and other communications between the parties relating to such subject matter, as well as the terms of all existing or future purchase orders and acknowledgements.

Fair Isaac and Client are signing this Amendment Three as of the Amendment Three Effective Date, notwithstanding the date of the parties' actual signatures.

Fair Isaac Corporation   **Chubb Limited**

By: _____   By: _____

Name: _____   Name: _____

Title: _____   Title: _____

Date Signed: _____   Date Signed: _____

Instructions to Client:

1. *Appropriate corporate officer should execute 2 copies of the document.*

2. *Complete all requested information below:*

Information For Notices:	For Client:	For Fair Isaac:
Address:		3661 Valley Centre Drive, Suite 500
		Reference LR 1810755
City/State:		San Diego, CA
Zip/Code:		92130
Country:		USA
Attention:		Contracts Administrator
Fax:		858-523-4450

3. *Complete information below if different from above:*

	Return executed contract to Client at:	Client's billing information:	Deliver Software to:
Address:			
City/State:			
Zip/Code:			
Country:			
Attention:			
Phone:			
Fax (optional):			
Email:			

EXHIBIT A - PRODUCTS, FEES, PAYMENTS, AND ADDITIONAL TERMS

Blaze Advisor

1.   FAIR ISAAC PRODUCT DESCRIPTION

1.1.   "**Fair Isaac Product(s)**" means the Blaze Advisor products and Model Translator for SPLM (SRL) product listed below. The Blaze Advisor Development product allows a developer to utilize design and testing tools and to run a non-production deployment environment for testing use only. The Blaze Advisor Deployment product consists of the Blaze Advisor Rule Server and Engine and allows the software to be run on a system handling production-level processing. The Model Translator for SPLM products allows a developer to translate SAS code to Blaze Advisor's native programming language (SRL) for deployment.

2.   LICENSE AND SUPPORT AND MAINTENANCE FEES

Product	Item #	Term	Scope/Quantity	Price	Total
Blaze Advisor Development Platform: JAVA and .Net	280-DVLI-03	Perpetual	Enterprise use within the Territory	███████	███████
Blaze Advisor Deployment Platform: JAVA and .Net	280-DPLI-03	Perpetual	Enterprise use within the Territory	███████	███████
Documentation for Blaze Advisor and Decision Simulator: User guide (available in HTML or PDF)	N/A	Perpetual	1 set	Electronic copy included with software license	Included in license fees above
Model Translator for SPLM (SRL)	280-MTSL-PL	Perpetual	Enterprise use within the Territory	███████	███████
Documentation for Model Translator for SPLM (SRL)	N/A	Perpetual	1 set	Electronic copy included with software license	Included in license fees above
			Gross License Fees ███████ for All Previous Blaze Advisor License Fees Paid Under the Agreement Total Net License Fees		████████████
Support and Maintenance Fee for Blaze Advisor and Model Translator for SPLM (SRL)	280-OOMN-08 280-MTSM-MN	Initial Term: One year	1	███████ Total Gross License Fees	███████ One (Annual fee thereafter - subject to annual adjustment)
TOTAL NET LICENSE AND FIRST YEAR SUPPORT AND MAINTENANCE FEES – ($USD)					███████

Amendment One to Fair Isaac Software License and Services Agreement	Page 5 of 9
FI Contract Number:	FI LR

███████████████████████████████
███████████████████████████████
███████████████████████████████
███████████████████████████████
███████████████████████████████

3.   PAYMENT OF FEES AND EXPENSES

3.1   <u>License Fees</u>. Client owes the license fees described above once this Amendment Three has been executed by both parties. Notwithstanding any otherwise applicable payment terms, Client shall pay the license fees according to the following schedule:

Payment Number	Payment Amount	Payment Due Date*
1	██████	Upon execution of this Amendment
2	██████	January 02, 2017

* Amounts are due and payable on this date regardless of the invoice date or any otherwise applicable payment terms.

3.2   <u>Support and Maintenance Fees</u>. Client will be invoiced for the the Support and Maintenance Fees in the amount of ██████ for the first year once this Amendment Three has been executed by both parties. Client shall pay Support and Maintenance Fees annually thereafter in advance while support and maintenance is in effect. The Support and Maintenance Fees set forth above cover only the licenses to the Fair Isaac Products set forth in this document and do not cover any other licenses to the Fair Isaac Products granted to Client under any other agreement. The total Support and Maintenance Fees for the Fair Isaac Products for future years will be calculated based on the total license fees paid by Client for the Fair Isaac Products under this document and all other agreements.

3.3   <u>Ongoing Fees</u>. All ongoing fees specified in this Order Form will be reviewed approximately each anniversary of the Effective Date and may be increased by Fair Isaac. Any increase in fees resulting from that review will not exceed the most recently available annual change in the United States CPI. "CPI" means the Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average for All Items, 1982-84=100, as published by the US Bureau of Labor Statistics.

4.   ADDITIONAL TERMS

4.1   Client's licenses to the Fair Isaac Product(s) are limited as follows:

<u>(a)</u>   **Territory:** Worldwide except those countries to which exports are prohibited by the laws of the United States.

<u>(b)</u>   **License Scope:** Enterprise-Wide as defined in Section 4.3

<u>(c)</u>   **Additional Limitations:** .NET and JAVA platforms only

4.2   <u>Platforms/Options</u>. Client's license to the Fair Isaac Product includes the right to use only the Java and .NET version of the Fair Isaac Product If Client desires versions of the Fair

Amendment One to Fair Isaac Software License and Services Agreement	Page 6 of 9
FI Contract Number:	FI LR

Isaac Product for additional supported platforms, an additional fee applies. Unless specifically noted as being purchased in this Exhibit A, Client does not obtain any right to options or additional related products (e.g., Compiled Sequential,) by virtue of its purchase of a license to the Fair Isaac Product.

4.3   Enterprise-Wide License.   For purposes of this Amendment Three, the Enterprise-Wide License shall mean that the Client and its Affiliates may use the Fair Isaac Product within the Territory for their internal business purposes, with no limitation on the number of Seats or CPUs, subject to and in accordance with all of the provisions of the Agreement. "Affiliates" shall mean any other entity directly or indirectly controlled by Client, where "control" means the ownership of more than 50% of the aggregate of all voting interests (representing the right to vote for the election of directors or other managing authority) in an entity. Such other entity is an Affiliate only during the period that such "control: exists. Client shall at all times be responsible for its Affiliates' use of the Fair Isaac Product.

Amendment One to Fair Isaac Software License and Services Agreement		Page 7 of 9
FI Contract Number:		FI LR

EXHIBIT C - FAIR ISAAC SOFTWARE SUPPORT AND MAINTENANCE POLICY

1.   DEFINITIONS

"**Client**" means Chubb Limited

"**Fair Isaac**" means Fair Isaac Corporation and its subsidiaries.

"**Fair Isaac Product**" means **FICO Blaze Advisor and FICO Model Translator for SPLM (SRL)**

"**Errors**" means persistent malfunctions, inherent within the Software, that prevent the Software from operating according to its technical documentation.

"**Maintenance Fees**" means the support and maintenance fees applicable to the Software licensed by Client. In the case of software licensed on a subscription basis, the Maintenance Fees are included in the applicable subscription fees.

"**Product Support Hours**" are 6:00 a.m. to 5:00 p.m. Pacific Time, Monday through Friday, excluding holidays observed by Fair Isaac in the United States.

"**Software**" means the following Fair Isaac software product(s) licensed by Client:

2.   SUPPORT AND MAINTENANCE SERVICES GENERALLY

2.1.   Subject to payment of the appropriate Maintenance Fees by Client, and compliance by Client with the terms of this policy and the applicable license agreement, Fair Isaac shall provide Client with support and maintenance services for the Software as set forth in this policy.

2.2.   Fair Isaac provides support and maintenance services for licensed Software during both implementation and production use when operated on supported platforms installed on designated or approved equipment, as set forth in the technical documentation for the Software. Support is currently provided in the English language only.

2.3.   Subject to Article 5 (Exclusions), maintenance includes any standard Software versions and releases generally made available to Fair Isaac's customers that are current on Maintenance Fees. Those versions and releases will be provided to Client under this policy on an if-and-when-available basis.

3.   TECHNICAL SUPPORT

3.1.   Fair Isaac will make commercially reasonable efforts, during Product Support Hours, to address Client's questions about the Software, to resolve operating problems that are attributable to the Software, and to resolve verified, reproducible Errors in the Software.

3.2.   Client agrees: (i) to set up primary and secondary liaisons who have been trained on the Software; (ii) that all support requests will be centralized through the primary and secondary liaisons; (iii) to use commercially reasonable efforts to diagnose and resolve problems in the operation of the Software prior to contacting Fair Isaac for support; (iv) to use commercially reasonable efforts to verify that reported problems are due to a malfunction of the

Amendment One to Fair Isaac Software License and Services Agreement		Page 8 of 9
FI Contract Number:		FI LR

Software, and not due to the operating system, hardware, data, interfaces, or improper use of the Software, prior to contacting Fair Isaac for support; and (v) and to submit support requests to Fair Isaac Product Support through the designated contacts or other methods that Fair Isaac may provide.

4.   TERM; TERMINATION; REINSTATEMENT

4.1.   Fair Isaac's support and maintenance obligations under this policy commence upon shipment of the Software and will continue for an initial term of one year. Maintenance Fees will be invoiced on an annual basis in advance. For as long as Fair Isaac makes maintenance for the Software generally available to all of its customers, the support and maintenance service will automatically renew for consecutive one-year terms unless Client gives Fair Isaac 30 days' written notice, prior to the end of the current term, of its intent not to renew. Support and maintenance during renewal terms will be subject to the Support and Maintenance Policy in effect for the Software at the time of renewal. Maintenance Fees applicable to renewal terms may be increased by Fair Isaac, but no increase may exceed the most recently available annual change in the CPI. "CPI" means the Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average for All Items, 1982-84=100, as published by the US Bureau of Labor Statistics.

4.2.   Fair Isaac may terminate support and maintenance services under this policy upon at least 30 days' written notice if Client is in breach under this policy or any license agreement relating to the Software and does not cure the breach before the end of the notice period. Fair Isaac will have no obligation to resume support and maintenance services following a termination for cause under this section.

4.3.   Fair Isaac may, at its sole discretion, reinstate lapsed or terminated support and maintenance services, in accordance with its then-current policies, upon payment by Client of the applicable reinstatement fee.

5.   EXCLUSIONS

5.1.   Services outside the scope of this policy are subject to availability of resources and will be charged for separately at Fair Isaac's then-current rates for those services. The following are outside the scope of this policy:

(a)   Support services provided outside of Product Support Hours or any other hours as are provided for in Section 6 (Severity Levels and Response Times).

(b)   Support service that becomes necessary due to failure of computer hardware, equipment or programs not provided by Fair Isaac; negligence of Client or any third party; operator error; improper use of hardware or software (including the Software); any problem or loss not solely attributable to the Software; problems stemming from Client not applying all required maintenance releases; or problems due to unauthorized modification or adaptation of the Software by Client.

(c)   Development, customization, coding, installation, integration, consulting and training.

(d)   Optional, separately-priced Software features that may be made available by Fair Isaac with new versions or releases of the Software.

Amendment One to Fair Isaac Software License and Services Agreement		Page 9 of 9
FI Contract Number:		FI LR

5.2.   Unless otherwise indicated in the applicable Order Form or license agreement, Fair Isaac has no obligation to provide support or maintenance services for other than (i) the current release of the Software and (ii) one prior release of the Software, but only for a maximum of one year after release of a subsequent release.

6.   **SEVERITY LEVELS AND RESPONSE TIMES**. Upon Client's report of a problem with the Software, a Fair Isaac representative will acknowledge the report by issuing a confirmation to Client, either by phone or email, and Fair Isaac will assign a Severity Level to the problem based on the type of issue reported, according to the following schedule:

Severity	Condition	Response Time/Action
1	**Production Down Emergency: An Error in the production environment that inhibits all or substantially all of the Software from functioning in accordance with its documentation. A severity "one" problem is both severe and mission-critical.:**	Provide: (a) a phone response within 1 hour during Fair Isaac's Product Support Hours and
		(b) an action plan within 4 hours for the development of a patch or a bypass for the Error.
		Following the development of the patch or bypass, Fair Isaac will notify Client of inclusion of the patch or a solution in a revision of the Software.
		Once identified and logged, Fair Isaac will provide all necessary services to resolve a Severity-One condition on a diligent-efforts priority basis seven days per week until that condition has been patched or bypassed.
2	**Production Impaired: An Error in the production environment where major functionality of the Software is inhibited, but the Error does not materially disrupt Client's business**	Provide: (a) a written or phone response within 4 hours during Fair Isaac's Product Support Hours and
		(b) an action plan within 2 business days for a bypass for the Error or
		(c) an action plan within 5 business days for developing a patch for the Error.
		Following the development of the patch or bypass, Fair Isaac will notify Client of inclusion of the patch or a solution in a revision of the Software.
		Fair Isaac will work on the Error during Product Support Hours.
3	**Production Inhibited: An Error in the production environment where a feature of the Software is inhibited, but the Error does not materially disrupt Client's business**	Provide: (a) a written or phone response within one business day and
		(b) Consider for correction or inclusion in the next revision of the Software.
4	**General Assistance: A "how to" question; an Error that is minor or cosmetic in nature; or an enhancement request to be considered for a future revision of the Software**	Provide: (a) a written or phone response within 2 business days and
		(b) Consider for correction or inclusion in the next revision of the Software.